

50718

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1 THIS INDENTURE made this 16th day of November, 1970, between TERRY A.
 2 KUHLMAN and SHERRILLEE KUHLMAN, husband and wife, First Parties, and KLAMATH
 3 COUNTY SCHOOL DISTRICT, a County School District organized and existing under
 4 the laws of the State of Oregon, second party,

WITNESSETH:

6 THAT WHEREAS, First Parties are the successors in interest to Charles De
 7 Bel and Andrew De Bel, who sold and conveyed to Second Party by Warranty Deed
 8 dated October 27, 1956 and recorded October 31, 1956 in Vol. 287 at page 527,
 9 two parcels of land which are more particularly described in said Deed to which
 10 reference is hereby made for details; and

11 WHEREAS, Contemporaneously with said sole and conveyance, Second Party by
 12 instrument recorded October 31, 1956 in Vol. 287 at page 525 agreed to convey
 13 to Klamath County for roadway purposes two 60 foot strips of land more particularly
 14 described in said instrument to which reference is hereby made for details; and

15 WHEREAS, the purpose of said Agreement was to guarantee said Charles De
 16 Bel and Andrew De Bel, First Parties, predecessors in interest, access to their
 17 remaining lands; and

18 WHEREAS, First Parties contemporaneously herewith have sold and conveyed
 19 to Second Party the portion of said remaining land which was to be served by
 20 said proposed road and that there is no longer any need for such a road,

21 NOW THEREFORE in consideration of the premises and the mutual conveyances
 22 hereafter set forth;

1.

23 First Parties, their heirs, grantees and assigns do hereby grant, bargain,
 24 sell and convey unto Second Party, its successors and assigns, the following
 25 described premises in Klamath County, Oregon, to wit:

Parcel one:

26 A 60 foot strip of land situated in the SE 1/4 Section 10, Town-
 27 ship 39 South, Range 9, E.W.M. Klamath County Oregon, and more
 28 particularly described as follows:

29 Beginning at a poing on the intersection of the Southeasterly
 30 boundary of the USBR drain ditch and the East West center line
 31 of said Section 10, said point lying North 25°45' East along the
 32 Southeasterly boundary of said drain ditch a distance of 163.2
 feet from the Northwest corner of Lot 21, Landis Park, said

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beginning point also being due North a distance of 144.5 feet from the North boundary of Landis Park; thence North $25^{\circ}45'$ East along said drain ditch 67.8 feet; thence East 604.7 feet to the West boundary of the irrigation canal; thence South $0^{\circ}29'$ West along the said boundary 60.0 feet; thence West 635.8 feet more or less to the point of beginning.

Parcel two:

A strip of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 10, Township 39 South, Range 9 E.W.M. Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the East West center line of said Section 10 with the Northwestern boundary of the USBR drain ditch; thence, North a distance of 30 feet; thence, West parallel with said East West center line of said Section 10 a distance of 175.0 feet more or less to the East Boundary line of Crest Street; thence, North along the East boundary line of Crest Street 30.0 feet; thence, East 206.6 feet to the Northwestern boundary of the USBR drain ditch; thence, South $25^{\circ}45'$ West along the Northwestern boundary of the USBR drain ditch 67.8 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises with their appertinances unto the Grantee, its successors and assigns forever.

2.

Second Party, its successors and assigns, do hereby grant, bargain, sell and convey unto First Parties, their heirs and assigns the following described premises in Klamath County, Oregon, to wit:

A 30 foot strip of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 39 South, range 9 E.W.M. Klamath County Oregon more particularly described as follows:

Beginning at the intersection of the East West center line of said Section 10 with the Northwestern boundary of the USBR drain ditch; thence, North a distance of 30 feet; thence, West parallel with said East West center line of said Section 10 a distance of 175.0 feet, more or less to the East boundary line of Crest Street; thence South along the East boundary line of Crest Street a distance of 30 feet to its intersection with the East West center line of said Section 10; thence, East along said East West center line of said Section 10 a distance of 175.0 feet, more or less to the point of beginning.

TO HAVE AND TO HOLD the said premises with their appertinances unto the Grantees their heirs and assigns forever.

The true and actual consideration for this transfer in terms of dollars is \$ 300.00 but the actual consideration for each of the above conveyances is the other conveyance given in exchange and the conveyance of said remaining property.

BANONG, BANONG
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

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14 who
15 the Ch
16 Super
17 District
18 State of

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1 IN WITNESS WHEREOF, the parties have caused this instrument to be executed
2 this 16th day of November, 1970.

3 Terry A. Kuhlman (SEAL)
4 Sherrillee Kuhlman (SEAL)

Klamath County School District

By William S. Nicholson
Chairman

By James B. Conroy
Superintendent and Ex Officio Clerk

6 FIRST PARTIES

8 SECOND PARTY

9 STATE OF OREGON)
10 County of Klamath) SS

11 BE IT REMEMBERED, that on this 16th day of November, 1970, before me, the
12 undersigned, a Notary Public in and for said County and State, personally
13 appeared William S. Nicholson and James B. Conroy, each to me personally know,
14 who being first duly sworn did say that he, the said William S. Nicholson is
15 the Chairman of the School Board, and that he, the said James B. Conroy is the
16 Superintendent and Ex Officio Clerk of the within named Klamath County School
17 District, a County School District organized and existing under the laws of the
18 State of Oregon and that the seal affixed to said instrument is the official
19 seal of said District and that said instrument was signed and sealed in behalf
20 of said Klamath County School District by authority of this School Board, and
21 the said William S. Nicholson and James B. Conroy acknowledged said instrument
22 to be the free act and deed of said School District.

23 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
24 seal the day and year in this certificate first written.

25 (SEAL)

Thomas M. Shedd
Notary Public for Oregon

27 My Commission expires: 18 June 1971

28 STATE OF OREGON)
29 County of Klamath) SS

30 Personally appeared the above named Terry A. Kuhlman and Sherrillee Kuhlman,
31 husband and wife, and acknowledged the foregoing instrument to be their volun-
32 tary act and deed.

32 Before me:
(SEAL)

Thomas M. Shedd
Notary Public for Oregon

My Commission expires: 18 June 1971

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SANON & SORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

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STATE OF OREGON
County of Klamath
Filed for record at request of
Klamath County Title Co.
on this 16th day of April A.D. 19 71
at 3:53 o'clock P.M. and duly
recorded in Vol. M 71 of Deeds
page 3324
Wm D. MEENE, County Clerk
By Alan C. Rieger Deputy
Fee \$6.00

Return
Benny L. Jones - Klamath
535 Main Street
Klamath Falls, Oregon

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together with
with the whole
containing water
interest in sub-
tract, and all of this
to secure the payment
\$12,250.00

I promise to pay
to the order of the
County of Klamath
percent per annum on the
United States of
on or before